

AGREEMENT

by and between the

COUNTY OF TOMPKINS

and the

TOMPKINS COUNTY UNIT 8900-01

of

**THE CIVIL SERVICE
EMPLOYEES' ASSOCIATION, INC.
Local 855, AFSCME, AFL-CIO**

**AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES**

BLUE COLLAR UNIT

JANUARY 1, 2010 – DECEMBER 31, 2014

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ARTICLE 1 - INTRODUCTION

This settlement, effective the first day of January 2010, shall remain in effect through December 31, 2014. Negotiations shall commence no later than June 30, 2014, for a subsequent agreement. The County of Tompkins shall hereinafter be referred to as the County, and the Tompkins County Unit 8900-01, Local 855, CSEA/AFSCME, shall hereinafter be referred to as the Union. The Public Employees Fair Employment Act of the State of New York, the other provisions of the Civil Service Laws, and local laws or resolutions now or hereinafter adopted by the County which are not inconsistent with said Act shall govern the terms of this agreement.

ARTICLE 2 - RECOGNITION

The County recognizes the Civil Service Employees' Association, Inc. Local 1000, AFSCME, AFL/CIO as the sole and exclusive representative for all employees designated in the Blue Collar Unit and excludes elected officials, Sheriff's Department employees, White Collar Unit employees, managerial and confidential employees. (See Exhibit C for a list of Blue Collar Unit positions as of 1/1/2008)

The Union affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike, in accordance with Section 210 of the Public Employees Fair Employment Act.

Dues and Agency Fee Deduction - The County shall accord the Union a deduction on its payroll for membership dues as authorized by the employees, in writing, to the Comptroller's Office and agency fees for all other non-member employees of the Unit. Agency fee deduction shall take place for all non-member employees represented by this agreement regardless of full-time, part-time, seasonal or temporary status. No other unrecognized employee organization shall be accorded any such payroll privilege. The fiscal officer making such dues deduction shall transmit these amounts to CSEA, Capitol Station, Box 7125, Albany, NY 12224.

If a change in the amount of dues or Agency fees to be deducted occurs, the Union shall notify the employer of such change within two pay periods from the date of notification, the County shall implement said amount change.

The CSEA shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or for reason of, action taken by the employer, in reliance upon payroll deduction authorization cards submitted by CSEA to the employer.

ARTICLE 3 - EMPLOYEE - DEFINITION

1. The following definitions are to be used only and solely for interpreting the provisions of this contract and do not relate to any other rule, policy, or law.

a) Full-time employee - All employees are to be considered full-time employees unless they come under one of the following definitions:

(i) Part-time employees: Part-time employment means any employment or combination of employment in Tompkins County in which an individual works less than fifty percent of the time prescribed as a normal work week by the appropriate governing body or other appropriate authority of the civil division.

(ii) Temporary employees: A temporary appointment may be made under the following circumstance: When an employee is on a leave of absence from his/her position, a temporary appointment to such position may be made for a period not exceeding the authorized duration of such leave of absence as prescribed by statute or rule.

(iii) Seasonal employees: A seasonal employee is a person hired for less than 190 days and is to fill a position where the nature of the service is such that it is not continuous throughout the year but recurs in each successive year.

ARTICLE 4 - COMPENSATION

1. Annual salaries and hourly rates are attached (See Exhibits B-C).

2. Annual Salary Increases

- a) Effective as of the date of the ratification of the contract, each labor grade will increase on the following schedule:

Effective 01/01/10, - 0%
salary.

Effective 01/01/11, - 0%
to the base salary.

Effective 01/01/12, - \$1,250 bonus (not added to base) paid to those on payroll at the time of contract ratification. The bonus will be pro-rated for any part-time employees.

Effective 01/01/13 - 2% increase on the 2010 base

Effective 01/01/14 - 2% increase on the 2013 base.

- b) Employees will be hired in title at the Hire Rate in the labor grade until a training period of nine months has been completed. Following the prescribed training period the employee will move to the Working Rate.

3. Longevity Payment

Each employee will receive a longevity payment according to the following schedule, in the first pay period of December of each year of the contract if they are actively employed as of that date. Payments for part-time employees will be pro-rated. If an employee retires or is laid off during the year, but prior to the first pay period in December, the longevity payment will be made upon retirement or lay-off if otherwise eligible. Employees who resign or are terminated prior to the payment date are not eligible for payment.

	2010	2011	2012	2013	2014
25 or more years	\$550	\$550	\$550	\$550	\$550
20 - 24 years	\$500	\$500	\$500	\$500	\$500
15 - 19 years	\$450	\$450	\$450	\$450	\$450
10 - 14 years	\$400	\$400	\$400	\$400	\$400

Longevity payments are not added to base salary for the purposes of computing salary increases in future years.

4. Shift Premium

a) The County will pay, as of 1/1/08, (\$1.00) a one dollar per hour shift premium, for the life of the contract, shift premiums to all employees who are assigned to work and work a regularly scheduled full second or third shift and/or a regularly scheduled shift on Saturday and/or Sunday.

b) Definitions of Shifts

(i) First shift (day shift): any shift starting from 6:00 a.m. through 11:59 a.m.

(ii) Second shift (evening shift): any shift starting from 12:00 noon through 4:59 p.m.

(iii) Third shift (night shift): any shift starting from 5:00 p.m. through 5:59 a.m.

(iv) Weekend shifts (Saturday/Sunday): any shift starting from 6:00 a.m. Saturday morning through 5:59 a.m. Monday morning.

5. Salary for Part-time employees

Payment for part-time employees will be made on the basis of the annual salary for the classification concerned, divided by the division's standard annual work hours.

6. Salary for Rehired or Reinstated Employees

Any person rehired or reinstated in the same title shall be hired at the Working Rate if the training period was served prior to resignation/removal.

7. Overtime Compensation for Non-Exempt Employees

Overtime compensation shall be as follows except where Federal Laws, State laws, or this contract provide differently.

a) Definition: Overtime is defined as the computation of all hours worked by an employee beyond the total hours of a normal pay week of the particular County department.

b) Computation of overtime hours - The County will continue its present pay practice for the life of the contract except that all paid hours will be counted when computing overtime. Authorized overtime will be credited to an employee in units of one-tenth of an hour.

c) Except in emergencies, no employee shall work overtime unless overtime is necessary and has prior approval by the appropriate department head or his/her designee.

d) The County will pay overtime in accordance with the Fair Labor Standards Act as long as said Act has legal force and effect over the County.

e) For non-exempt employees with a 40 hour work week, time and a half will be paid for hours over 40 in any work week.

- f) For those non-exempt employees working a 35 hour work week, if the employee works between 35 and 40 hours in a work week, all hours worked over 35 hours and up to 40 hours would go into his/her compensatory time off bank. If the hours paid in the workweek exceed 40 hours, the employee shall receive straight time earnings for all hours between 35 and 40 hours, and time and a half for all hours over 40. Compensatory time off may be accumulated to a maximum of (105) one-hundred and five hours for employees who work 35 hours per week only and for all employees who work 40 hours per week, compensatory time may be accumulated to a maximum of one hundred and twenty (120) hours.
- g) The employee may suggest to the Division Head up to three dates that the employee would like to use the compensatory time. The Division Head will give consideration to the employee's suggested dates. The sole and final responsibility for deciding the compensatory time off remains the prerogative of the Division Head.
- h) When it is impracticable to grant compensatory time off within a reasonable period, the department head or his/her designee shall recommend that the employee be paid for overtime work.
- i) Payment beyond the provisions of the Fair Labor Standards Act may be provided for in this contract. An employee working a 40-hour workweek may choose to be compensated at time and a half off, in lieu of time and a half pay, for overtime worked up to a maximum of 120 hours. The employee is responsible to request and obtain approval to take this time off within ninety days of accrual. Management reserves the right to schedule time off but agrees to show a good faith effort to grant said time as requested by the employee.

8. Call-In Time

- a) Employees in the Divisions who are called in to work outside their regular shift will be guaranteed a minimum of four (4) hours pay, except that if any call-in hours duplicate those hours used for calculating overtime pay in accordance with the Fair Labor Standards Act they shall not be paid twice. The extension of the workday either before or after the employee's regular shift shall not constitute call-in time. Schedule changes, which occur at least one week in advance, do not constitute call-in. The hours subject to compensation shall begin upon the arrival to the work site.
- b) Travel Time - Division employees called in on an emergency will be compensated, to a maximum of one-half hour, to travel to work. Call in does not apply to Article 16 - Emergency Closing.

Examples: If an employee's shift is 7:00 a.m. to 3:30 p.m. and they are asked to stay beyond the end of the shift without a break in hours worked, it is considered an extension of the shift. There is no travel time.

If an employee is called in and starts work at 5:00 a.m. and works until the beginning of his/her shift they will be paid for all hours worked (5:00 a.m. to 7:00 a.m.), it is considered an extension of the shift. Call-in of .5 of an hour would apply.

If an employee is called in at 5:00 a.m. and works until 5:30 a.m. due to the job being completed the employee will be paid for two hours (5:00 a.m. to 7:00 a.m.). There shall be no assignment of "make work" to complete the hours paid. Call-in of .5 of an hour would apply.

If an employee is called in more than four (4) hours in advance of the start of the shift he/she will be paid a minimum of four (4) hours. There shall be no assignment of "make work" to complete the hours paid. The employee shall be paid for travel time in addition to the four hours paid. Additional examples are attached as Exhibit E.

c) Airport Emergency Call-in:

- i. If an off-duty Airport employee responds to an aircraft emergency call that is canceled before or shortly after he/she arrives at the airport, the County will compensate that employee for two hours at the employee's regular rate of pay, or at the employee's overtime rate, if the employee has completed his/her normal 40-hour work week. In order for this payment to be made, the employee must report to the Airport in person and sign his/her name on the "Run Sheet."
- ii. If an off-duty Airport employee responds to an emergency call, arrives at the airport, signs in, and is then called upon to assist with the emergency, the County will compensate that employee for all time actually worked or for a minimum of four hours at the employee's regular rate of pay, or at the employee's overtime rate if the employee has completed his/her normal 40-hour work week. In order for this payment to be made, the employee must report to the Airport in person and sign his/her name on the "Run Sheet."
- iii. In the event the County determines that overtime is necessary, it shall be offered to Airport Fire Fighter/Operations Technicians first, and in order of greatest to least seniority, before the overtime can be offered to the Airport Maintenance Supervisor.

The above does not apply to airport snow clearance or other non-emergency airport work. Existing airport procedures with regard to snow clearance and non-emergency work shall remain in place.

- d) In the Highway Division, in order to provide coverage of and response to Highway related issues that may arise outside of the standard, first-shift hours, the following is agreed upon:
- i. Employees who hold the title of Senior Highway Crew Supervisor, Highway Crew Supervisor or Equipment Service Manager (herein referred to as "Supervisor") will be responsible to respond when and as needed.
 - ii. A monthly calendar, agreed to by the Supervisors and approved by the County Highway Director, will be maintained indicating which employee is assuming the on-call coverage.
 - iii. During certain times of the year, weather conditions or emergency situations could require more than one Supervisor to be on-call in order to cover the East and West sides of the County.
 - iv. If a Supervisor is called upon to respond to a situation, he/she will not receive 0.5 hour of travel time but will be compensated for all other time required to address the situation as either: compensation for the appropriate hourly rate of pay for the time actually worked, or accrue the hours worked as compensatory time.
 - v. If the situation requires that additional staff members be called upon to assist, the Supervisor will follow the call-in list

maintained for the Caswell Road and Bostwick Road facilities respectively.

- vi. The supervisor on-call will be provided with a Highway Division vehicle, communication equipment and/or any necessary tools to use while assuming on-call activities. Personal use of the vehicle will be allowed as specified in Tompkins County Administrative Policy 01-28 (Vehicles).
- vii. Any related tax implications are the responsibility of the individual.

9. Tardiness

Regular time shall be computed from the normal starting time for each employee's regularly scheduled shift. In the event of tardiness the time deducted will be computed in units of one-tenth of an hour.

10. County Vehicles

- a) Personal use of County owned vehicles is expressly prohibited, except for authorized commuting and de minimus personal use. De minimus personal use may include stopping for lunch between business stops or stopping for a personal errand on an authorized commute. Any stop for lunch must be within three miles of the route between stops and any stop for a personal errand must be within three miles of the route reasonably taken for the authorized commute. In no event shall the transportation of unauthorized passengers be considered a de minimus use.
- b) A CDL Class A or B license is required to meet the minimum qualifications for certain positions within the bargaining unit. The County will provide the appropriate vehicle to test for licensing, including up to one-half (1/2) day for familiarization, to any full-time permanent bargaining unit employees who otherwise meet the minimum qualifications but who lack the appropriate Class A or B Commercial Driver's License.

11. Mileage

County employees authorized to use their personal vehicles in the absence of a County vehicle will be paid the prevailing Internal Revenue Service business travel rate for the use of such vehicles.

ARTICLE 5 - TRAVEL EXPENSE REIMBURSEMENT

12. No travel advance will be made to employees who travel on County business. Expenses must be covered by use of a County purchase order form, or use of a conference/meeting and travel/training expense voucher.

Travel expenses will be reimbursed only for travel authorized in advance. The maximum meal allowance reimbursement for out of County business shall be as follows:

Breakfast	\$6.00
Lunch	\$8.00
Dinner	\$16.00

Breakfast will be reimbursed only if the employee must leave home before 6:00 a.m. Lunch will be allowed only if the employee is out of the County and can not return by 2:00 p.m., exclusive of stopping for lunch. Dinner will be allowed only if the employee is out of the County and can not return by 8:00 p.m., exclusive of stopping for dinner.

Employees on County business who are required to travel out of the County for an entire calendar day will be allowed a per diem rate up to the maximum of \$30.00 for meals on that day, no receipts will be required. Calendar day is defined in previous paragraph.

Exceptions to the maximum meal allowance reimbursements will be allowed for expenses incurred while on approved County business in or out of the County if

- a) an employee is participating in an approved conference or training program and,
- b) meal costs are not included in any registration costs and,
- c) the meal is offered as part of the conference or training program and has a prearranged cost.

Reimbursements will be made for tolls and parking.

The above expenses will be reimbursed only when the appropriate receipts are submitted with the travel voucher.

The current meal allowance shall apply when County employees are working during an official emergency, and no receipts will be required.

ARTICLE 6 - WORK WEEK

The basic workweek will be up to and including 40.0 hours as determined by the department head or his/her designee for all titles except Cleaner. Employees who work a 35.0-hour week can earn up to 105 hours of compensatory time.

Employees hired in the title of Cleaner after 1/1/94 automatically accept the workweek assigned by the department head or his/her designee.

- a) Management and employees recognize the need to work overtime.
- b) Employees will demonstrate a good faith effort to work overtime.
- c) Management will make a good faith effort to accommodate the personal needs of the employees.

ARTICLE 7 - TIME CARDS/ CLOCKS

The Highway and Airport divisions will use time clocks. Time clocks/cards will be signed in ink at the end of the pay week. Other divisions will have time cards that shall be filled out daily in ink and signed by the employee on the last day of his/her workweek.

ARTICLE 8 - CIVIL SERVICE EXAMINATIONS

1. If an applicant for a civil service examination wants to take the examination on an alternate date, he/she must submit the request in writing to the Tompkins County Personnel Office for approval. The request must include the reason for the alternate date and time for which the examination is requested to be scheduled. The Personnel Department will respond to the applicant in writing. (See Exhibit A for procedure/requirements involved in granting alternate dates.)
2. The County will comply with the present Civil Service Rules for Tompkins County as they pertain to employees' rights to inspect examination papers.
3. An employee scheduled to work on the day that he/she is to take a Tompkins County Civil Service examination, and who gives his/her department head or his/her designee five working days notice of the examination, shall have his/her work schedule changed to permit him/her to take the Tompkins County Civil Service examination as scheduled.

ARTICLE 9 - BENEFITS APPLICABILITY

1. Permanent and Provisional Employees
 - a) All employees appointed on a permanent or provisional basis who are appointed to work a standard work week, shall receive sick time (including personal time), disability, vacation time, bereavement pay and holiday pay. They shall be eligible to sign up for health insurance and dental insurance.
 - b) All employees appointed on a permanent or provisional basis who are appointed to work other than a standard work week, at 33% or more full time equivalent, shall accumulate sick, disability and vacation time pro-rated on the basis of percentage of hours paid from anniversary date multiplied by the total vacation or sick hours a full-time employee would earn. Use of personal time shall be pro-rated on the same basis. Employees shall be eligible to sign up for health insurance and dental insurance, the same as full-time employees, if they are working 50% and over the full-time equivalent.

They shall receive holiday pay and bereavement pay on the following basis:

- i) employees working five days per week shall receive bereavement or holiday pay based on the average daily hours worked in the last two full pay periods (four weeks). Employees working the full-time equivalent work week, but less than five days per week will receive a maximum of 7 or 8 hours (35 or 40 hour schedule) for each eligible bereavement day or holiday.

- ii) employees working less than five days per week shall receive bereavement and holiday pay for any hours normally scheduled for the bereavement day or holidays. Employees' schedules may not be changed to either grant or deprive them of bereavement or holiday pay.
- c) The above subsection notwithstanding, all employees appointed on a permanent or provisional basis who are appointed to work less than 33% of the time on an annualized basis (86 work days per year), shall not receive any of the following benefits: health insurance, dental insurance, sick time (including personal time), disability, vacation time, bereavement pay and holiday pay; persons working 33% to 49% of the full-time equivalent shall not be eligible to sign-up for health insurance or dental insurance, but shall receive other benefits on a prorated basis; persons working 50% and over of the full-time equivalent shall be eligible to sign-up for health insurance and dental insurance the same as full-time employees and will receive pro-rated benefits.

2. Temporary and Seasonal Employees

- a) All employees originally hired on a temporary basis for longer than 120 calendar days shall be eligible for the same benefits as permanent and provisional employees.
- b) Employees originally hired for 120 calendar days or less shall not receive any of the following benefits: health insurance, dental insurance, sick time (including personal time), disability, bereavement pay and holiday pay.
- c) If an employee originally hired for fewer than 120 days is continued in the same position in the same division for longer than 120 days, (or receives a permanent or provisional appointment in the same title in the same department), that employee shall be eligible to sign up for health insurance and dental insurance as of the 121st day and will accumulate vacation, sick time (including personal time) and disability from the original date of hire. This paragraph specifically does not apply to seasonal employees.
- d) If an employee originally hired for fewer than 120 days receives a provisional or permanent appointment in any title in any division, that employee shall be eligible to sign up for health insurance and dental insurance as of the date of provisional or permanent appointment and will accumulate vacation, sick time (including personal time) and disability from the original date of hire.
- e) All Department of Public Works employees designated seasonal who are hired for 190 days or less shall not receive any of the following benefits: health insurance, dental insurance, sick time (including personal time), disability, or bereavement pay. They shall receive holiday pay.

ARTICLE 10 - HOLIDAYS

1. The County will observe paid holidays for the duration of this agreement according to the following schedule: (except Airport non-clerical employees):

HOLIDAY	2010	2011	2012	2013	2014
New Years Day	Friday, January 1, 2010	Friday, December 31, 2010	Monday, January 2, 2012	Tuesday, January 1, 2013	Wednesday, January 1, 2014
Martin Luther King Jr. Day	Monday, January 18, 2010	Monday, January 17, 2011	Monday, January 16, 2012	Monday, January 21, 2013	Monday, January 20, 2014
Presidents' Day	Monday, February 15, 2010	Monday, February 21, 2011	Monday, February 20, 2012	Monday, February 18, 2013	Monday, February 17, 2014
Memorial Day	Monday, May 31, 2010	Monday, May 30, 2011	Monday, May 28, 2012	Monday, May 27, 2013	Monday, May 26, 2014
Independence Day	Monday, July 5, 2010	Monday, July 4, 2011	Wednesday, July 4, 2012	Thursday, July 4, 2013	Friday, July 4, 2014
Labor Day	Monday, September 6, 2010	Monday, September 5, 2011	Monday, September 3, 2012	Monday, September 2, 2013	Monday, September 1, 2014
Columbus Day	Monday, October 11, 2010	Monday, October 10, 2011	Monday, October 8, 2012	Monday, October 14, 2013	Monday, October 13, 2014
Veteran's Day	Thursday, November 11, 2010	Friday, November 11, 2011	Monday, November 12, 2012	Monday, November 11, 2013	Tuesday, November 11, 2014
Thanksgiving Day	Thursday, November 25, 2010	Thursday, November 24, 2011	Thursday, November 22, 2012	Thursday, November 28, 2013	Thursday, November 27, 2014
Day after Thanksgiving	Friday, November 26, 2010	Friday, November 25, 2011	Friday, November 23, 2012	Friday, November 29, 2013	Friday, November 28, 2014
Christmas Day	Friday, December 24, 2010	Monday, December 26, 2011	Tuesday, December 25, 2012	Wednesday, December 25, 2013	Thursday, December 25, 2014

2. The floating holiday is to be requested by December 1, and used by December 31 of the current year.
3. For part-time employees, divide the number of hours in the employee's standard workweek by five to equal the number of floating holiday hours paid.
4. The airport will remain open on holidays. Other divisions of the Public Works Department will be open on designated holidays as necessary.

5. Effective January 1, 2012, Airport employees (non-clerical) shall be granted a total of twelve (12) paid days off per year for holiday purposes at the beginning of each contract year. These compensatory days can roll from one year to the next but shall not exceed a total of twenty-four (24) days. These days must be used within a two-year period. If an employee has used more holiday time at termination than would have been used by the holiday schedule above, those days' pay will be deducted from the Airport employee's last paycheck. Any employee at the Airport Division who works the actual day on which the holiday falls shall receive time and one-half pay for the holiday. The Airport Manager is responsible for scheduling holidays.
6. If a scheduled holiday falls on the regularly scheduled day off of an employee who works the standard work week of the department, the employee will be granted an extra day off without loss of pay (see Article 9 on Benefits Applicability for rules governing holiday pay for employees who work other than a standard work week.)
7. An employee who reports sick time both the work day before and the work day after a scheduled holiday may be asked by the department head or his/her designee to provide a doctor's statement covering the illness. Payment for the holiday shall be made after the receipt of a doctor's statement by the Personnel Department.

ARTICLE 11 - VACATION

1. Every employee shall be eligible to take paid vacation after (6) months employment with the County. However, employees shall start to accumulate vacation credit as of their date of employment. No pay for vacation time will be made if an employee terminates with less than six months service.
2. Any person who returns to work, regardless of how long they have been off the payroll, will receive vacation credit for all previous County service.
3. Vacation will accrue at the following rates:

Years Completed		Vacation		
At least	But less than	Accrues at	Day(s) per month	To a maximum of:
1 month	5 years	5/6	of a day per month	10 days
5 years	8 years	1 1/4	days per month	15 days
8 years	10 years	1 1/3	days per month	16 days
10 years	12 years	1 5/12	days per month	17 days
12 years	14 years	1 1/2	days per month	18 days
14 years	15 years	1 7/12	days per month	19 days
15 years	+	1 2/3	days per month	20 days

4. Employees with accumulated vacation equal to three years vacation days will stop accumulating vacation time, and will start accumulating when the vacation balance goes below the three-year maximum accumulation.
5. The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

6. All vacation time must be requested of and approved by the division head or his/her designee in advance of the vacation. The division head or his/her designee will be responsible for scheduling vacation time. Vacation can not be denied to any employee by the division head or his/her designee in instances where vacation time will be lost due to maximum accrual and the employee has requested vacation time at least one month in advance of the day on which his/her vacation must start.
 - (b) In the Highway Division, a maximum of four (4) employees may be granted vacation for the same week. Vacation shall be granted up to a maximum of two (2) weeks at a time.
 - (c) In the Facilities Division, a maximum of three (3) employees per group (i.e., Maintenance and Cleaning), may be granted vacation for the same week with no more than two Cleaners per shift on vacation.
 - (d) In the Airport Division, a maximum of two (2) employees shall be granted vacation for the same week. Vacations shall be granted up to a maximum of two (2) weeks at a time. Vacation requests for the year may be submitted by January 31st of that year. Such requests shall be granted by seniority. All other vacation requests submitted after January 31st shall be granted on a "first come, first served" basis.

In each case above, the Supervisor shall give notification to the employee of the approval or disapproval of the vacation request within three (3) working days of the date of receipt of the request.

7. If a scheduled holiday falls within an employee's vacation period, he/she will be granted an extra day of vacation without loss of pay.
8. Employees who are taken sick or injured while on vacation may charge such time to sick leave effective from the time the employee sees a doctor and the doctor certifies the employee is unable to work through the period of disability covered by the doctor's statement. The doctor's statement must be submitted to the department head or his/her designee for transmittal to the Commissioner of Personnel.
9. Vacation anniversary dates shall not be adjusted for employees who take an unpaid leave of absence. A pro-rated amount of vacation time, based on all hours paid, shall be credited to an employee's vacation account as of his/her anniversary date. (See also Article 14 - Unpaid Leave of Absence).
10. a) Any employee who is laid off, resigns, or retires shall receive up to three year's earned vacation time if the employee gives 10 working days notice to the Commissioner of Personnel of his/her resignation and the employee works at least 10 days following such written notice. Paid vacation time received at the time can not be used to extend the termination date.
 - b) All earned vacation and/or compensatory time shall be paid to an employee's estate upon his/her death.
 - c) An employee discharged by the County is not eligible for vacation pay at the time of such discharge.

ARTICLE 12 - SICK LEAVE

1. Employees must report all absence or tardiness as early as possible by contacting the department head or his/her designee and giving the following information: name, reason for absence, and length of time expected to be absent.
2. Accumulation of Sick Leave Time
 - a) Each employee working the standard work week shall accumulate sick leave time at the rate of one day per month. (See Article 9 - Benefits Applicability for rule governing sick leave time for employees working other than the standard work week.) Updated accrual of sick leave time is not available for use until posted on the pay stub following the end of the pay period in which the update occurs.
 - b) The maximum amount of sick leave that may be accumulated by any employee is 180 days as of 1/1/08. Employees with an accumulated sick time balance of 180 days will not accumulate any more sick time until their balance drops below 180 days through their use of some of the sick time.
 - c) Employees on unpaid leave of absence shall not accumulate sick time during the leave (See Article 14 - Unpaid Leave of Absence).
3. Use of Sick Time
 - a) Sick time may be used only for personal illness except as described in b) and c) below.
 - b) A maximum of five days of the twelve sick days per anniversary year may be used for personal business or family illness except after notice of termination has been filed. Prior approval by the department head or his/her designee is required for leave for personal business. Employees must report to the department head or his/her designee as soon as possible for leave for family illness. Personal days will not accumulate from year to year.
 - c) A maximum of two of the twelve sick days per anniversary year may be used to extend bereavement time when taken in conjunction with Bereavement - Article 15 of this contract.
4. Extended Use of Sick Leave

Employees absent from work for five or more consecutive days due to personal illness or accident shall submit to the Personnel Department a doctor's statement covering the complete absence (form supplied by Tompkins County) before receiving his/her sick pay.
5. Compensation Insurance Reimbursement

Employees, at the time of a work related injury, will be offered by the Personnel Department a choice of either option (i) or option (ii) listed below.

 - (i) The employee collects weekly benefits from the compensation insurance carrier as prescribed by the N.Y.S. Workers' Compensation Law. The employee would not draw sick leave even though he/she might be eligible;

OR

(ii) The employee collects sick pay from the County for the period of unused sick leave and then, if necessary, transfers to Workers' Compensation benefits for the duration of the employee's inability to work. The County Personnel Office would file with the Workers' Compensation board for reimbursement to the extent of the employee's Workers' Compensation award for the period covered by sick leave pay. The employee's sick time would be pro-rated by dividing the amount of reimbursement obtained by the employee's hourly salary at the time of incident (see example below) and would be reinstated, subject to reimbursement from the compensation insurance carrier.

Example: Hourly Salary \$6.00

Weekly Workers' Compensation Award	\$300.00
------------------------------------	----------

Reinstate credit for sick hours (rounded to nearest tenth) based on Workers' Compensation reimbursement divided by hourly rate at time of incident. (\$300.00/\$6.00 per hour = 50 sick hours time reinstated).

ARTICLE 13 - DISABILITY INSURANCE

1. Each employee who is eligible to accumulate sick time will be covered through a disability insurance plan provided through the County, which will operate in the following manner:
 - a) In the event an employee is disabled due to an off-the-job injury or illness, the employee may apply for disability insurance coverage through his/her department, by submitting a physician's statement (form supplied by Personnel) to verify such disability and the expected length thereof. For all medical absences of 5 or more days, a physician's statement is required.
 - b) In the event an employee is unable to work due to an on-the job injury or illness and such workers' compensation claim is controverted by the County and/or carrier, such employee shall also be entitled to apply for disability benefits during such controversion, by supplying the form noted above in (a) in addition to having filed a C2 (Employer's Report of Injury) and other pertinent workers' compensation forms. Immediately upon notice that such claim is being controverted, the County will notify the disability carrier, or if self-insured, the County will process necessary paperwork for benefits to be made available through the disability plan.
 - c) Disability plan benefits begin to be payable after a seven-day waiting period (five working days) upon submission of a completed and acceptable doctor/employee statement (form provided by the County see (a) above). The deadline for disability forms is 9:30 AM on the Monday following the end of the pay period. Failure to provide the form by the deadline specified will result in disqualification of the benefit for that pay period. Lack of information and/or untimely filing with the County will relieve the County of any liability for retroactively or untimely commencement of disability payments.
 - d) When continuous medical leave exceeds five (5) days, the department head or his/her designee shall require as a condition of payment, a statement from the employee's physician certifying the nature of the injury or illness and probable period of disability. When continuous medical leave exceeds ten (10) days, the Department Head may require a physical examination by a physician selected for and paid for by the employer, and continuing physical examinations at reasonable intervals while the injury or illness continues, at the discretion of the physician selected.

- e) Disability benefits would be payable to a maximum weekly amount equal to any current maximum imposed by the N.Y.S. Disability Benefits Law, whether the plan is insured through a carrier or self-funded by the County, but in no instance may such payment exceed the employee's normal gross bi-weekly pay. All disability payments will be paid bi-weekly. Disability payments for less than the full standard workweek shall be pro-rated (daily rate multiplied by days absent). No partial day payments will be made.
- f) Any employee who qualifies for such disability payments will, at employee's discretion, be able to supplement such payments through his/her sick hours balance, vacation hours balance, and/or compensatory hours balance, to be used at the employees discretion for such supplementation of disability payments, but in no instance may such payment exceed the employee's normal gross bi-weekly pay.
- g) Disability payments would be payable to a maximum of twenty-six (26) weeks in any consecutive fifty-two week period; such 52 week period is deemed to begin as of the first use of disability time.
- h) No employee may use any combination of sick time and/or disability benefits exceeding twenty-six (26) weeks in any consecutive fifty-two (52) week period, without the express consent of the County upon submission of the appropriate medical evidence and, at the County's discretion, an examination by an independent physician to document the employee's continued disability.
- i) The County reserves the right to file for ordinary or accidental disability retirement on behalf of a disabled employee if it appears such an employee is entitled to such benefit and the employee will be disabled and unable to resume work by the end of the twenty-six (26) week period.
- j) In the event that the employee's physician and/or the County appointed physician should find that the employee is able to perform light duties, the employee shall be given such employment until such time that the employee is able to perform his/her regular duties. Acceptance of other employment outside of county government shall constitute a waiver of employee's other rights under this provision. In the event that there is a disagreement of the recommendation to return the employee to work by one physician, that physician must consult with the other physician.
- k) The Employer should make every effort to place an employee who becomes partially disabled while in his/her present title, on work which he/she is able to perform. Employee will be paid at his/her present rate of pay at the time disability began and any raises per contract.

ARTICLE 14 - UNPAID LEAVE OF ABSENCE

1. Unpaid leave of absence is defined as all absent time in excess of five consecutive working days not paid for by the County of Tompkins.
2. Unpaid leave of absence must be requested in writing and approved in advance of the leave by the department head or his/her designee.
3. Civil Service Law and Tompkins County Rules concerning leave of absence shall be followed in the granting of unpaid leave of absence.
4. Vacation and sick anniversary dates shall not be adjusted for employees who take an unpaid leave of absence. Vacation and sick time credit will not accumulate during the unpaid leave of absence. An employee on unpaid leave of absence may not claim any bereavement pay or holiday pay.

5. An employee who takes an unpaid leave of absence for medical reasons must use all of his/her benefit time (vacation, sick, and compensatory time off) before commencing the leave. An employee who takes an unpaid leave of absence for non-medical reasons must use all of his/her benefit time except sick time (vacation, personal, and compensatory time off) before commencing the unpaid leave.
6. An employee who is reinstated from an unpaid leave of absence in the same calendar year during which the leave commenced shall be reinstated to the same rate he/she was earning at the time the leave commenced. An employee who is reinstated from an unpaid leave of absence in a different calendar year than the one in which the leave commenced shall be reinstated (a) to the same rate he/she was earning at the time the leave commenced if he/she worked less than 33 percent (86 work days) of the calendar year in which the unpaid leave was commenced, or (b) to the rate dictated by Article 4 - Compensation, if he/she worked more than 33 percent (86 work days) of the calendar year in which the unpaid leave was commenced.
7. Parenting Leave
 - a) Parenting leaves shall be granted to a permanent employee at the time of birth or adoption in accordance with the provisions of this contract, at the employee's request, up to a maximum of six months subject to renewal for another six months for reasons considered satisfactory to the County.
 - b) A provisional employee with one year's continuous service who has requested time off due to parenting from a County position where the exam for that position has not been made available since the employee's appointment, or where the exam has been given but the eligible list has not been established, will be granted the right to be rehired in the same title in the same department as granted for permanent employees in a) above, provided the position is still in existence and no one else has been appointed from an eligible list.
 - c) By law, an unpaid leave of absence may be granted only to permanent employees. The agreement in b) above to rehire provisional employees under certain conditions merely provides a benefit to certain employees who by law may not be granted an unpaid leave of absence.
8. Employees may be granted an educational leave of absence without pay in accordance with Rule XIX of the Tompkins County Civil Service Rules.
9. The County will adhere to the provisions of the Family and Medical Leave Act of 1993 as a minimum standard.

ARTICLE 15 - BEREAVEMENT

In the event of a death in the County employee's immediate family (immediate family defined as spouse/domestic partner, son, daughter, mother, father, stepparent, stepchild, sister, brother, grandparent, grandchild, or spouse/domestic partner's mother, father or children) said employee shall be entitled to three (3) of the next five (5) working days off with pay. One additional day may be used if interment takes place at a later time, e.g., weeks or months following the death of a family member. Compensation shall be at the employee's regular hourly rate, exclusive of any shift differential, and shall not exceed the standard hours for that department. A statement covering that absence (form provided by the Personnel Department) must be signed and returned to the Personnel Department on the day the employee returns to work.

ARTICLE 16 - EMERGENCY CLOSING

The County can only be closed by the County Administrator in case of an emergency. The Airport will remain open unless closed by the Airport Manager. Other divisions of the Public Works Department will be open as necessary. When the County Administrator closes the County prior to the beginning of the workday, essential personnel will be designated by the department head or his/her designee based on the nature of the emergency. The Department Head or his/her designee is responsible to contact the essential personnel to report to work. When the County Administrator closes the County, Blue Collar Public Works employees will be paid as follows:

- a) Those people who come to work on a day when the County is open and later closed, and remain at work until the County is closed, will charge Code 1 (time worked) for their normal work hours of 7.0 or 8.0.
- b) Those employees who come to work on a day when the County is later closed but decide to leave work before the official closing, will charge Code 1 (time worked) for the hours worked plus the official hours that the County is closed. They must charge a fringe benefit for the period of time between when they left and the County was officially closed. If they have no fringe benefit, they would not be paid for that time.
- c) Those employees who, prior to the day of closing, schedules sick, personal, vacation, holiday or compensatory time, would charge the benefit that they had scheduled for that full day.
- d) Those employees who do not report on a day when the County is later closed will charge a fringe benefit for the period of time from reporting time to the official time the County is closed, and Code 1 (time worked) for the period of time the County is closed.
- e) Essential personnel called in and reporting to work during an emergency closing will be compensated by either time off or payment at the rate of one and one half times for the hours worked.
- f) If the County is closed during the work day the designated essential personnel will be compensated by either time off or payment at the rate of one and one half times for all hours worked after the official closing.
- g) Designated emergency personnel will be paid for meals per Article 5.

ARTICLE 17 - JURY DUTY

Those employees who are scheduled for jury duty during their normal working hours will suffer no loss of pay. For any portion of the employee's normal working day not spent on jury duty, the employee will be expected to perform his/her regular County work. An employee with a regularly scheduled day shift is not required to report to work prior to jury duty. An employee with a regularly scheduled second or third shift assignment shall have his/her shift changed to day shift for the duration of the jury duty.

ARTICLE 18 - RETIREMENT INSURANCE

1. The New Career Plan (Section 75-i) of the New York State and Local Employees' Retirement System will remain in effect for Tier 1 and 2 members (those who became members of the Retirement System on or before July 26, 1976), adopted by the Board of Representatives on January 16, 1990:
 - a) A pension of 1/50th of member's final average salary for each year of service when a member retires with 20 or more years of service. (Members with fewer than 20 years of service retire under provisions of Section 75-e)
2. For all employees becoming members of the New York State and Local Employees' Retirement System on or after July 27, 1976, provisions of Tier 3 and 4 legislation will apply. All employees becoming members of the New York State and Local Employees' Retirement System on or after January 1, 2010, will be covered by the provisions of Tier 5. Unless there is additional legislation to change it, Tier 5 requires the employee to contribute 3% of their gross pre-tax salary toward retirement for the duration of employment. Employees hired on or after April 1, 2012, will be covered by the provisions of Tier 6. Tier 6 requires an employee to contribute on a gross pre-tax basis toward retirement for the duration of employment on a sliding scale based on the annual salary. Vesting (eligibility for a benefit) occurs at ten years.
3. Death benefits will be paid in accordance with the provisions of the New York State Retirement and Social Security Law.

ARTICLE 19 - HEALTH INSURANCE

1. The employees shall be covered under the Greater Tompkins County Municipal Health Insurance Consortium. The employee shall be provided the option of enrolling in one of the County's Health Insurance Plans as currently constituted and as amended in the future by Federal, State, or Local Law.
2. All employees who participate in a health care plan provided by Tompkins County automatically pay health care contributions with before-tax dollars. If the employee prefers to contribute on an after-tax basis, the employee must complete a Select Benefits form to elect that option during open enrollment each year.
3. The County shall pay 80% of the Health Insurance Premium for Single and Family coverage for participating employees effective April 1, 2001. Participating employees will pay 20% of the Health Insurance Premium. To offset the cost of moving from an employee premium share of 15% to 20%, the County will deposit initially an amount equal to that 2001 cost, into a Voluntary Employee Benefit Account (VEBA) for each participating employee Authority under IRS code 105(c)(9). The yearly VEBA deposit will increase or decrease by the same percentage that the annual Health Insurance Premium increases or decreases.
 - a) Employees who are not enrolled in health insurance through Tompkins County are not eligible for a VEBA payment.
 - b) Any employee hired after 1/1/2001 will become eligible for a VEBA payment on January 1 following five years of continuous service after 1/1/01 provided they are otherwise eligible.
 - c) Employees on an unpaid leave of absence whose health insurance is cancelled either by request or for nonpayment, will be eligible for a VEBA payment on January 1 following their return to work provided they are otherwise eligible.
4. The County shall pay the monthly health insurance premium upon retirement of an

employee based on the value of the employee's sick time balance at the time of retirement.

5. Employees must sign up for Medicare if eligible, at retirement.
6. The County shall provide up to the premium as stated in paragraph 3 of this Article for those employees of Tompkins County who elect to participate in a duly provided prepaid health plan, health maintenance organization, or independent physicians' association.
7. The cap placed on the Flexible Benefits Program Medical/Healthcare Account will be established at \$3,000 effective January 1, 1998. If the County determines that the net loss for a program year exceeds \$5,000, the County reserves the right to return the cap in the next year to \$2,000, by notifying all employees by September 1, preceding the change.

8. Prescription Drug Co-pays:

Effective 01/01/2013, prescription drug co-pays will be \$5.00 for generic drugs, \$15.00 for preferred brand-name drugs, and \$30.00 for non-preferred brand-name drugs.

Effective 07/01/2014, prescription drug co-pays will be \$5.00 for generic drugs, \$20.00 for preferred brand-name drugs, and \$35.00 for non-preferred brand-name drugs.

There is to be no change to the current practice regarding the number of refills.

ARTICLE 20 - DENTAL AND VISION PLANS

1. The CSEA Sunrise Dental Insurance Plan will be provided to all eligible bargaining unit employees and their families, according to the terms and conditions of the policy, at 100% employer paid premium for the life of this contract.
2. Tompkins County agrees to offer a vision insurance plan. This insurance shall be 100% employee paid through payroll deduction.

ARTICLE 21 - REST PERIODS

All employees will be allowed a twenty-minute rest period during each full shift they work. Rest periods may not be used to extend the lunch period or shorten the workday.

ARTICLE 22 - MEAL PERIODS

For each full shift the employee works, the employee shall be entitled to a meal period. Such meal period may not be used to shorten the workday. The department head or his/her designee is ultimately responsible for scheduling meal periods.

ARTICLE 23 - RECIPROCAL RIGHTS

1. The County and the CSEA will administer their obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of race, color, sex, religion, age, marital status, national origin, disability, ex-offender status, Vietnam Era Veteran status or sexual orientation.

2. The County will not interfere with, restrain, or coerce the employees because of membership or lawful activity in the Union.
3. The County recognizes the rights of the employees to designate a reasonable number of representatives of the Tompkins County Unit of CSEA, Inc. to appear on their behalf to discuss salaries, working conditions, and disputes as to the terms and conditions of this contract. A written list of CSEA representatives shall be furnished to the Commissioner of Personnel immediately after their designation and CSEA shall notify the Commissioner of Personnel of any changes.
4. The designated grievance representatives appearing on behalf of employees at each step of the grievance procedure shall not exceed one representative per grievance, unless this requirement is waived by agreement of both parties.
5. The employee, employee representative or the Section President or Unit President shall be permitted to attend grievance hearings and PERB hearings, when deemed necessary, without loss of pay. All Union officials and representatives shall obtain permission from their department head or his/her designee for them to leave their jobs.
6. The Commissioner of Personnel shall be notified in writing, 48 hours in advance, of the name of the employee and employee representative who will be attending said meeting.
7. The CSEA Field Representative and the agents of CSEA shall notify the department head or his/her designee on arrival of their presence and the reason for said visit.
8. The Union shall have the right to post notices and communications on the bulletin boards maintained on the premises and in the facilities of the County, subject to the approval of such notices by the Commissioner of Personnel.
9. The Union agrees that it and its members will restrict the amount of necessary Union activity conducted on County time to the lowest possible minimum and agrees to use everything in its power to prevent abuses of County time and Union activity as defined in this section, and to advise its members when necessary for any abuse of this privilege.
10. CSEA representatives as designated above shall be paid their regular salary at the regular rate of pay for conducting authorized CSEA business that occurs during their normal working hours. If the conduct of authorized CSEA business extends beyond normal working hours, there shall be no additional pay. While conducting authorized CSEA business, representatives will record their time spent on such business with an explanation of how such time was spent. These forms will be provided by the Personnel Office and must be turned in with the time cards.
11. Union time off - time off without pay shall be granted for Union conferences, provided ten working days' notice is given, in writing, to the department head or his/her designee, with a limit of one person per division at one time. The employee may alternatively charge off such time against compensatory time off, vacation time or personal time. There will be a maximum limit of five days per person per year.

12. The County agrees to provide free of charge to CSEA a list of all Blue Collar Unit County employees, including names, job titles and departments, and on a monthly basis thereafter to provide CSEA with a list of new Blue Collar Unit Employees, titles and departments.
13. The County agrees to provide free of charge to CSEA all changes to the County Administrative Manual.

ARTICLE 24 - PERSONNEL FILES

Each employee shall be given copies of all employee performance reviews within ten (10) days of the date that are placed in the employee's personnel file. He/she shall have the opportunity to sign, date and submit any response he/she desires to the employee performance reviews. The employee's personnel files are those in the County Personnel Office. The only recognized personnel file is that kept in the County Personnel Office and only that file may be the basis of disciplinary action or denial of promotion. The employee shall have the right to examine his/her personnel file in the Personnel Department after contacting the Commissioner of Personnel to schedule a time and date.

ARTICLE 25 - MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the County are retained by it, including, but not limited to, the right to determine the mission, purposes, objective, hours, scheduling, days off and policies of the County; to determine the facilities, methods, means, and number of personnel required for conduct of County programs; to administer the New York State Civil Service Law, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions, and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE 26 - PROMOTION

1. a) Promotion is defined as the movement of any employee from his/her present position to any higher rated position regardless of department.

b) Upon, promotion, an employee will move to the Hire Rate of the new position. Following successful completion of the training period, the employee will move to the Working Rate. If an employee accepts a promotion and the Hire Rate for the new position is less than the Working Rate of the former position, the promoted employee will receive the Working Rate of the previous position plus 2% during the training period.
2. Competitive, non-competitive and labor class jobs will be filled in accordance with Civil Service Law.
3. The County, through the office of the Commissioner of Personnel, shall post, when possible, any new jobs and/or vacancies. These will be either full descriptions or summarized lists.

4. All Highway postings shall include the primary location whereas the employee must report to work and work thereof
5. In the non-competitive and labor classes, employees of the County will have first consideration for promotion to non-competitive and labor class positions. All employees who apply in writing will be given a written response regarding the filling of the vacancy.
6. If a permanent vacancy occurs among the Cleaners, it is agreed that the Cleaners can bid for that shift, and that vacancy only, by seniority. Seniority will be the determining factor when awarding such shift.

ARTICLE 27 - TRANSFER

If an employee is transferred to a position in the same salary grade as he/she currently holds, he/she shall remain at the same rate in that grade.

ARTICLE 28 - VOLUNTARY DEMOTION

If an employee is permitted to take a voluntary demotion after having been promoted, and he/she returns to his/her former position, he/she will be returned to the Working Rate if the training period for the position was served prior to the promotion. If the training period for the former position was not served, the employee will return to the Hire Rate for that position and complete the training period before moving to Working Rate.

ARTICLE 29 - TERMINATION

1. Employees in the non-competitive and labor classes shall be accorded the same rights that competitive class employees have under provisions of Section 75 of the Civil Service Law, after two years of continuous service with the County. In the case of a lay-off that involves competitive class employees, Rule XXV of the Tompkins County Civil Service Rules shall apply.
2. In the case of a lay-off involving non-competitive and labor class employees, the County shall determine that lay-offs are necessary. If it is determined that lay-offs are necessary, employees in the non-competitive and labor class job titles within a department will be laid off in the following order:
 - a) temporary and probationary employees shall be laid-off first;
 - b) thereafter, permanent employees will be laid off in the inverse order of their original permanent appointments. In other words, employees with the least seniority will be the first to be laid off. Seniority for this purpose is defined as all time in the service of Tompkins County.
 - c) A permanent employee who has completed the probationary period in the non-competitive class who is laid off will be placed on a recall roster for a period of two (2) years from the date of lay-off. Those with the greatest seniority will have first right to reinstatement. The next vacancy that occurs in the same or lower grade title, that the employee is qualified for, must be offered to the most senior employee in layoff status. If the employee refuses to accept reinstatement to a lower grade title, he/she waives all future recall rights to that title but remains on the roster for recall to the title laid off from. If the employee accepts a recall to a lower grade title, he/she remains on the recall roster for recall to the title laid off from.

ARTICLE 30 - LABOR MANAGEMENT MEETINGS

Either party may schedule a labor management meeting by giving one week's written notice to the other party. The party requesting the meeting will supply the agenda of items to be discussed at such meeting. The Union will be represented by the following only: president of the unit or local and a representative of the Department of Public Works and whomever else they feel necessary to discuss items on the agenda. The Commissioner of Personnel must be present, and he/she may have whomever else present he/she feels necessary to discuss items on the agenda.

ARTICLE 31 - STATE OCCUPATIONAL SAFETY AND HEALTH ACT

The County will conform with the provisions of the State Occupational Safety and Health Act (SOSHA).

ARTICLE 32 - ORIENTATION

The County agrees to conduct an orientation program after any employee is hired. Copies of the Agreement between CSEA and the County, information regarding health insurance, retirement, Credit Union, the employee's Civil Service status, and a packet of CSEA material will be distributed at this time.

The employee will be given at this time a copy of the MSD428 "Report of Personnel and Supplementary Payroll Certification" showing his/her appointment. Employees will also be sent a copy of any future MSD428s showing any personnel change related to them.

ARTICLE 33 - SMOKING POLICY

There will be no smoking in any County facility or vehicle, whether owned or rented by the County, after January 1, 1989. There will be no smoking by staff, clients, or the public in any County office space or County vehicle.

ARTICLE 34 - CLOTHING ALLOWANCE

The County will provide the use of leathers and welding gloves for use by employees of the Public Works Department involved in welding.

The County will provide coveralls and/or uniforms for automotive mechanics and full-time and part-time shop personnel, who assist in shop operations.

The County will provide coveralls for those employees involved in automotive and bridge painting and sandblasting.

The County will provide any special clothing (including uniforms if mandated by the division).

The County will provide cleaning of mandated uniforms.

The County will provide a rain suit to all employees who are required to work outside during rainy weather.

Effective 01/01/08, all County employees who do not receive uniforms will be paid a \$350.00 per year clothing allowance. This clothing allowance includes \$100.00 towards the purchase of safety shoes/boots.

All other employees (those who are provided uniforms) shall be paid a \$100.00 per year safety shoe/boot allowance.

See Exhibit D for incumbents of specific job titles entitled to clothing and/or boot allowances.

ARTICLE 35 - TOOL ALLOWANCE

Employees in the title Heavy Equipment Mechanic shall receive a \$400.00 per year tool allowance as of their anniversary date. This allowance will also be granted to any employee required to purchase their own tools. Effective 01/01/05

ARTICLE 36 - SETTLEMENT

1. A copy of this settlement, including the grievance procedure, will be given to all present employees and to all new employees upon beginning employment. It shall also be the responsibility of the Personnel Office to send each department head or his/her designee, for posting, and to each individual employee, any changes in the contract.
2. The cost of printing the settlement between the County and the Union will be borne by the County.

ARTICLE 37 - SAVING CLAUSE

In the event any provisions of this settlement shall conflict with any of the provisions or requirements of any state or federal law, the provisions of the state or federal law shall prevail and the settlement shall not be invalidated by such a conflict.

ARTICLE 38 - DISCHARGE OR DISCIPLINE

No employee covered under Section 75 shall be discharged, dismissed, or disciplined except for just cause. Should there be any dispute between the employer and any employee concerning the existence of good and sufficient cause of discharge or discipline, such dispute shall be adjusted in accordance with the terms of this section.

The disciplinary procedure for incompetence or misconduct prescribed in this article shall be available to appropriate County employees as an alternative to the procedure described in Section 75 and/or Section 76 of the New York State Civil Service Law.

- a) Said employee shall include all permanent competitive class employees and those employees as defined in ARTICLE 3 of this agreement.
- b) An employee shall have the right to chose either but not both alternative procedures to grieve such disciplinary action.

In the event a department head or his/her designee sees fit to impose disciplinary action on an employee, notice of such disciplinary decision shall be made in writing and served on the employee and the Commissioner of Personnel. The specific act(s) alleged that warrant disciplinary action and the proposed sanction(s) shall be specified in the note of discipline. Disciplinary action imposed by a Division or Department Head will be limited to three (3) months from the date the supervisor became aware of the occurrence.

- a) The Union shall be advised by registered or certified mail that said notice of discipline has been served on an employee, within 48 hours of service;
- b) Said notice of discipline shall be accompanied by a written statement that;
 - (i) an employee served with a notice of discipline has the right to object by filing for a disciplinary hearing within ten days or by exercising his rights under Section 75 and/or 76 of the New York State Civil Service Law;
 - (ii) in the event said employee does object, then he/she must file written notice of his/her choice of procedure, subject to the provisions of this Article, with the employer and the Union no later than the end of business on the tenth day after receiving such notice of discipline;
 - (iii) the disciplinary grievance procedure provides for a hearing by an independent arbitrator at its final stage;
 - (iv) the employee has the right to be represented by the Union, or by an attorney, at every stage of the proceeding.
- c) An employee who has been served with a notice of discipline may be suspended without pay for a period not to exceed thirty (30) days.
- d) An employee's suspension shall commence upon issuance of charges.

ARTICLE 39 - GRIEVANCE PROCEDURE

1. Definitions

As used herein, the following terms shall have the following meanings:

- a) "Employer" shall mean the County of Tompkins, or a department thereof.
- b) "Union" shall mean the Tompkins County Unit of Local 855, CSEA/AFSCME.
- c) "Employee" shall mean any person or persons covered by the terms of this Agreement and directly compensated by the County.
- d) "Grievant" shall mean employees, groups of employees, or the Union acting on behalf of same, alleging a grievance.
- e) "Supervisor" shall mean an employee or officer on a higher level of authority above the employee and who assigns and supervises the employee's work and approves his/her time record or evaluates his/her work performance.
- f) "Days" shall mean all days other than Saturday, Sundays, and legal holidays. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this grievance procedure.

- g) "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the existing Agreement, laws, rules, procedures, regulations, administrative orders, or work rules for the County of Tompkins or a department thereof, which relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees provided, however, that such term shall not include any matter involving the allocation of a position to a position class or title and the allocation of a position class to a salary grade. Neither shall such term include retirement benefits, disciplinary proceedings, or any other matter that is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law, except as provided in this Agreement.

2. General

- a) Each employee shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by the Union at all stages of the grievance procedure.
- b) Written responses required from the grievant hereunder shall be submitted to the appropriate division manager and the Commissioner of Personnel; written responses of the County hereunder shall be submitted to the employee involved and to the Union.

3. Time Limits

The time limits set herein for the presentation of grievances in all stages may be waived or extended by mutual agreement of the parties involved.

4. Procedure

Step 1: Immediate Supervisor Stage

- a) An employee or the Union shall present the grievance orally or in writing to the employee's immediate supervisor within ten (10) days after the grievance occurs. Said supervisor forthwith upon receiving such grievance shall make a good faith effort to resolve same including, as appropriate, discussions with the employee, investigation, and consultation with his/her superiors. Said supervisor shall reply to the employee or the Union, in writing, within ten (10) days of the submission of such grievance.
- b) If the matter is satisfactorily resolved, the employee, supervisor, or appointing authority and Union representative, if any, shall each sign a memorandum showing the nature of the grievance and stating that the matter has been satisfactorily resolved. A copy of this memorandum shall remain filed permanently in the employee's file.

Step 2: Department Head Stage

In the event an employee or the Union wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the department head within ten (10) days from the receipt of the Step 1 decision. The department head, Commissioner of Personnel or their designees, shall hold an informal hearing within ten days after receiving said appeal. The employee and Union representative may appear at the hearing and present oral or written statements or arguments. The department head, Commissioner of Personnel, or their designees, shall issue a written decision to the employee or the Union by the end of the tenth day after close of said hearing.

Step 3: Arbitration Stage

- a) In the event the Union wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be presented to New York State Public Employment Relations Board within ten days of receipt of the Step 2 decision. The New York State Public Employment Relations Board will submit a list of arbitrators from which the parties shall select the arbitrator who shall arbitrate said dispute in accordance with the Rules and Procedures of the Public Employment Relations Board.
- b) The arbitrator shall have no power to add to or subtract from or modify the provisions of this Agreement in arriving at a decision of the issues presented. The arbitrator's decision shall be binding on both parties.
- c) All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

ARTICLE 40 - VOLUNTEER FIREFIGHTER/EMERGENCY RESPONSE PERSON

Volunteer firefighters or emergency response personnel may be authorized to take leave time during regularly scheduled work hours to respond to emergencies under the following guidelines:

1. Prior approval from the supervisor or his/her designee must be obtained to leave the scheduled work site.
2. The employee is eligible to use an available fringe benefit (vacation, compensatory, personal) from the time they leave work until they return from the voluntary emergency activity. In general, the employee shall not use County vehicles to respond to an emergency. However, subject to supervisory approval, if the employee is already in the field and there is an emergency need to respond, he/she may use the County vehicle to respond to the emergency site.
3. A department head, division head and/or his/her designee may excuse a reasonable amount of tardiness caused by direct emergency duties of duly authorized volunteer ambulance squad members, voluntary firefighters and enrolled civil defense volunteers. In such cases, a department head, division head and/or his/her designee may require the employee to submit satisfactory evidence that the absence was due to such emergency duty.

ARTICLE 41 - TAYLOR LAW (Sec. 204-a)

"It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."

ARTICLE 42 - ADOPTION

These provisions were adopted by the Tompkins County Legislature by Resolution No.72 dated May 1, 2012.

EXHIBIT A

ALTERNATE DATES FOR CIVIL SERVICE EXAMS

A candidate is NEVER allowed to take an examination PRIOR TO a scheduled Saturday examination. This particular part of this policy is not flexible. However, if an applicant wants to take the exam on an alternate date after the scheduled Saturday, he/she must submit their request in writing to the Commissioner of Personnel for approval. The request must include the reason for the alternate date and confirming documentation. The preferred day for an alternate test date would be Monday immediately following the Saturday test. The starting time will be set at the discretion of the Personnel Office. There may be times when the preferred alternate test date is not feasible. Tuesday through Friday examination dates can be requested and will be given due consideration by the Commissioner of Personnel. Examinations beyond Friday, however, pose special security problems. An alternate beyond Friday may be possible with the knowledge and approval of the New York State Department of Civil Service. Special arrangements for the testing of candidates after the week following the normally scheduled test date or those who were on active military duty at the time of the original examination need to be set up through New York State.

Acceptable reasons for rescheduling will be:

- A death in the immediate family or household within the week preceding the examination (present a newspaper obituary)
- Military Obligations or commitment (present a copy of your orders)
- Saturday Sabbath Observance (present a letter from your religious leader)
- Being a member of a traditional, religious or civil ceremonial party, such as a wedding, baptism, bar mitzvah or graduation; or be a member of the immediate family or household of the individual for whom the ceremony is being held (present invitations, or other appropriate documentation)
- Having conflicting professional or educational examinations. Professional examinations include but are not necessarily limited to: CPA, ACSW, and the Bar. Education examinations include but are not necessarily limited to: SAT, College Boards, and Graduate Records. (present your admittance notice)
- Vacations for which non-refundable down payments were made prior to the issue date of the examination announcement. (present receipts, copy of plane tickets, etc.)
- Required court appearances. (present your letter)
- As an accommodation for handicapped individuals (present appropriate documentation)
- Verifiable medical emergency involving a hospital confinement or certification from a physician that the candidate is unable to appear for the examination due to a specific medical problem of the candidate or member of the immediate family or household. (present doctor's note)
- Emergency weather conditions, verified by the local public safety agency, that leads to the closing of specific roads, highways or independent transportation services which prevents a candidate from reaching the test center. (can be confirmed by contacting the Sheriff, State Patrol or Police Chief in the area allegedly closed)
- Any other verifiable situation that, in the Commissioner's opinion, would prevent a candidate from reaching the test center. (submit appropriate documentation)

The burden of proof of the validity of the request is on the applicant. Ambiguities or lack of information in the request will result in disapproval of the request. The Commissioner of Personnel will be the final authority in the approval of requests. This policy supersedes and replaces any prior policy. 05/27/97

EXHIBIT B

CSEA BLUE COLLAR
January 1, 2010 through December 31, 2010
40 HOUR

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
SEASONAL WORKER	2-804	B	HOURLY	12.03	
			BIWEEKLY	962.40	
			ANNUAL	25,022.40	
CLEANER	4-801	D	HOURLY	13.75	14.94
			BIWEEKLY	1,100.00	1,195.20
			ANNUAL	28,600.00	31,075.20
WEIGH SCALE OPERATOR	7-726	G	HOURLY	16.03	17.42
			BIWEEKLY	1,282.40	1,393.60
			ANNUAL	33,342.40	36,233.60
AIRPORT FIREFIGHTER/OP TECH TRAINEE	8-858	H	HOURLY	16.87	18.33
ENGINEERING TECHNICIAN	8-835		BIWEEKLY	1,349.60	1,466.40
FACILITIES SHOPKEEPER	8-865		ANNUAL	35,089.60	38,126.40
MAINTENANCE MECHANIC	8-863				
MOTOR EQUIPMENT OPERATOR	8-809				
SENIOR CLEANER	8-803				
EQUIPMENT SERVICE TECHNICIAN	9-856	I	HOURLY	17.76	19.29
HEAVY EQUIPMENT OPERATOR	9-810		BIWEEKLY	1,420.80	1,543.20
SENIOR WEIGH SCALE OPERATOR	9-089		ANNUAL	36,940.80	40,123.20
SIGN MECHANIC	9-813				
AIRPORT FIREFIGHTER/OPERATIONS TECH	10-857	J	HOURLY	18.69	20.31
ASSISTANT RECYCLING SPECIALIST	10-867		BIWEEKLY	1,495.20	1,624.80
EQUIPMENT SERVICE/PARTS ROOM TECHNICIAN	10-871		ANNUAL	38,875.20	42,244.80

CSEA BLUE COLLAR
January 1, 2010 through December 31, 2010
40 HOUR

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
BRIDGE MECHANIC	11-840	K	HOURLY	19.67	21.37
CARPENTER	11-864		BIWEEKLY	1,573.60	1,709.60
CLEANING SUPERVISOR	11-823		ANNUAL	40,913.60	44,449.60
HEAVY EQUIPMENT MECHANIC	11-849				
SENIOR SIGN MECHANIC	11-866				
WELDER	11-812				
AIRPORT MAINTENANCE SUPERVISOR	12-817	L	HOURLY	20.70	22.49
AIRPORT TERMINAL SERVICES COORDINATOR	12-851		BIWEEKLY	1,656.00	1,799.20
GENERAL MAINTENANCE SUPERVISOR	12-861		ANNUAL	43,056.00	46,779.20
HIGHWAY CREW SUPERVISOR	12-841				
WASTE REDUCTION & RECYCLING SPECIALIST	12-868				
AIRPORT OPERATIONS SUPERVISOR/ARFF CHIEF	13-870	M	HOURLY	21.79	23.67
ELECTRICIAN	13-822		BIWEEKLY	1,743.20	1,893.60
HIGHWAY TECHNICIAN	13-850		ANNUAL	45,323.20	49,233.60
HVAC SYSTEMS TECHNICIAN	13-862				
SENIOR HIGHWAY CREW SUPERVISOR	13-825				
SOLID WASTE ENFORCEMENT OFFICER	13-854				
CIVIL ENGINEER	14-842	N	HOURLY	23.43	25.45
			BIWEEKLY	1,874.40	2,036.00
			ANNUAL	48,734.40	52,936.00
ASSOCIATE CIVIL ENGINEER	17-837	Q	HOURLY	30.00	33.00
			BIWEEKLY	2,400.00	2,640.00
			ANNUAL	62,400.00	68,640.00

CSEA BLUE COLLAR
January 1, 2010 through December 31, 2010
35 HOUR

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
SEASONAL WORKER	2-804	B	HOURLY	12.03	
			BIWEEKLY	842.10	
			ANNUAL	21,894.60	
CLEANER	4-801	D	HOURLY	13.75	14.94
			BIWEEKLY	962.50	1,045.80
			ANNUAL	25,025.00	27,190.80
WEIGH SCALE OPERATOR	7-726	G	HOURLY	16.03	17.42
			BIWEEKLY	1,122.10	1,219.40
			ANNUAL	29,174.60	31,704.40
AIRPORT FIREFIGHTER/OP TECH TRAINEE	8-858	H	HOURLY	16.87	18.33
FACILITIES SHOPKEEPER	8-865		BIWEEKLY	1,180.90	1,283.10
ENGINEERING TECHNICIAN	8-835		ANNUAL	30,703.40	33,360.60
MAINTENANCE MECHANIC	8-863				
MOTOR EQUIPMENT OPERATOR	8-809				
SENIOR CLEANER	8-803				
EQUIPMENT SERVICE TECHNICIAN	9-856	I	HOURLY	17.76	19.29
HEAVY EQUIPMENT OPERATOR	9-810		BIWEEKLY	1,243.20	1,350.30
SENIOR WEIGH SCALE OPERATOR	9-089		ANNUAL	32,323.20	35,107.80
SIGN MECHANIC	9-813				
AIRPORT FIREFIGHTER/OPERATIONS TECH	10-857	J	HOURLY	18.69	20.31
ASSISTANT RECYCLING SPECIALIST	10-867		BIWEEKLY	1,308.30	1,421.70
EQUIPMENT SERVICE/PARTS ROOM TECHNICIAN	10-871		ANNUAL	34,015.80	36,964.20

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AIRPORT TERMINAL SERVICES COORDINATOR	12-851	L	BIWEEKLY	1,449.00	1,574.30
GENERAL MAINTENANCE SUPERVISOR	12-861		ANNUAL	37,674.00	40,931.80
HIGHWAY CREW SUPERVISOR	12-841				
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AIRPORT OPERATIONS SUPERVISOR/ARFF CHIEF	13-870		HOURLY	21.79	23.67
ELECTRICIAN	13-822	M	BIWEEKLY	1,525.30	1,656.90
HIGHWAY TECHNICIAN	13-850		ANNUAL	39,657.80	43,079.40
HVAC SYSTEMS TECHNICIAN	13-862				
SENIOR HIGHWAY CREW SUPERVISOR	13-825				
SOLID WASTE ENFORCEMENT OFFICER	13-854				
CIVIL ENGINEER	14-842		HOURLY	23.43	25.45
		N	BIWEEKLY	1,640.10	1,781.50
			ANNUAL	42,642.60	46,319.00
ASSOCIATE CIVIL ENGINEER	17-837		HOURLY	30.00	33.00
		Q	BIWEEKLY	2,100.00	2,310.00
			ANNUAL	54,600.00	60,060.00

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		Q	BIWEEKLY	2,400.00	2,640.00
			ANNUAL	62,400.00	68,640.00

CSEA BLUE COLLAR
January 1, 2012 through December 31, 2012
35 HOUR

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
SEASONAL WORKER	2-804	B	HOURLY	12.03	
			BIWEEKLY	842.10	
			ANNUAL	21,894.60	
CLEANER	4-801	D	HOURLY	13.75	14.94
			BIWEEKLY	962.50	1,045.80
			ANNUAL	25,025.00	27,190.80
WEIGH SCALE OPERATOR	7-726	G	HOURLY	16.03	17.42
			BIWEEKLY	1,122.10	1,219.40
			ANNUAL	29,174.60	31,704.40
AIRPORT FIREFIGHTER/OP TECH TRAINEE	8-858	H	HOURLY	16.87	18.33
FACILITIES SHOPKEEPER	8-865		BIWEEKLY	1,180.90	1,283.10
ENGINEERING TECHNICIAN	8-835		ANNUAL	30,703.40	33,360.60
MAINTENANCE MECHANIC	8-863				
MOTOR EQUIPMENT OPERATOR	8-809				
SENIOR CLEANER	8-803				
EQUIPMENT SERVICE TECHNICIAN	9-856	I	HOURLY	17.76	19.29
HEAVY EQUIPMENT OPERATOR	9-810		BIWEEKLY	1,243.20	1,350.30
SENIOR WEIGH SCALE OPERATOR	9-089		ANNUAL	32,323.20	35,107.80
SIGN MECHANIC	9-813				
AIRPORT FIREFIGHTER/OPERATIONS TECH	10-857	J	HOURLY	18.69	20.31
ASSISTANT RECYCLING SPECIALIST	10-867		BIWEEKLY	1,308.30	1,421.70
EQUIPMENT SERVICE/PARTS ROOM TECHNICIAN	10-871		ANNUAL	34,015.80	36,964.20

CSEA BLUE COLLAR
January 1, 2012 through December 31, 2012
35 HOUR

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
BRIDGE MECHANIC	11-840		HOURLY	19.67	21.37
CARPENTER	11-864	K	BIWEEKLY	1,376.90	1,495.90
CLEANING SUPERVISOR	11-823		ANNUAL	35,799.40	38,893.40
HEAVY EQUIPMENT MECHANIC	11-849				
SENIOR SIGN MECHANIC	11-866				
WELDER	11-812				
AIRPORT MAINTENANCE SUPERVISOR	12-817		HOURLY	20.70	22.49
AIRPORT TERMINAL SERVICES COORDINATOR	12-851	L	BIWEEKLY	1,449.00	1,574.30
GENERAL MAINTENANCE SUPERVISOR	12-861		ANNUAL	37,674.00	40,931.80
HIGHWAY CREW SUPERVISOR	12-841				
WASTE REDUCTION & RECYCLING SPECIALIST	12-868				
AIRPORT OPERATIONS SUPERVISOR/ARFF CHIEF	13-870		HOURLY	21.79	23.67
ELECTRICIAN	13-822	M	BIWEEKLY	1,525.30	1,656.90
HIGHWAY TECHNICIAN	13-850		ANNUAL	39,657.80	43,079.40
HVAC SYSTEMS TECHNICIAN	13-862				
SENIOR HIGHWAY CREW SUPERVISOR	13-825				
SOLID WASTE ENFORCEMENT OFFICER	13-854				
CIVIL ENGINEER	14-842		HOURLY	23.43	25.45
		N	BIWEEKLY	1,640.10	1,781.50
			ANNUAL	42,642.60	46,319.00
ASSOCIATE CIVIL ENGINEER	17-837		HOURLY	30.00	33.00
		Q	BIWEEKLY	2,100.00	2,310.00
			ANNUAL	54,600.00	60,060.00

CSEA BLUE COLLAR
January 1, 2013 through December 31, 2013
40 HOUR

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
SEASONAL WORKER	2-804	B	HRLY 35 BIWEEKLY	12.27 981.60	
CLEANER	4-801	D	HRLY 35 BIWEEKLY	14.03 1,122.40	15.24 1,219.20
		G	HRLY 35 BIWEEKLY	16.35 1,308.00	17.77 1,421.60
AIRPORT FIREFIGHTER/OP TECH TRAINEE	8-858	H	HRLY 35	17.21	18.70
FACILITES SHOPKEEPER	8-865		BIWEEKLY	1,376.80	1,496.00
ENGINEERING TECHNICIAN	8-835				
MAINTENANCE MECHANIC	8-863				
MOTOR EQUIPMENT OPERATOR	8-809				
SENIOR CLEANER	8-803				
EQUIPMENT SERVICE TECHNICIAN	9-856	I	HRLY 35	18.12	19.68
HEAVY EQUIPMENT OPERATOR	9-810		BIWEEKLY	1,449.60	1,574.40
SIGH MECHANIC	9-813				
AIRPORT FIREFIGHTER/OPERATIONS TECH	10-857	J	HRLY 35	19.06	20.72
ASSISSTANT RECYCLING SPECIALIST	10-867		BIWEEKLY	1,524.80	1,657.60

CSEA BLUE COLLAR
January 1, 2013 through December 31, 2013
40 HOUR

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
BRIDGE MECHANIC	11-840	K	HRLY 35	20.06	21.80
CARPENTER	11-864		BIWEEKLY	1,604.80	1,744.00
CLEANING SUPERVISOR	11-823				
HEAVY EQUIPMENT MECHANIC	11-849				
SENIOR SIGN MECHANIC	11-866				
WELDER	11-812				
AIRPORT MAINTENANCE SUPERVISOR	12-817	L	HRLY 35	21.11	22.94
AIRPORT TERMINAL SERVICES COORDINATOR	12-851		BIWEEKLY	1,688.80	1,835.20
GENERAL MAINTENANCE SUPERVISOR	12-861				
HIGHWAY CREW SUPERVISOR	12-841				
WASTE REDUCTION & RECYCLING SPECIALIST	12-868				
AIRPORT OPERATIONS SUPERVISOR/ARFF CHIEF	13-870	M	HRLY 35	22.23	24.14
ELECTRICIAN	13-822		BIWEEKLY	1,778.40	1,691.20
HIGHWAY TECHNICIAN	13-850				
HVAC SYSTEMS TECHICIAN	13-862				
SENIOR HIGHWAY CREW SUPERVISOR	13-825				
SOLID WASTE ENFORCEMENT OFFICER	13-854				
CIVIL ENGINEER	14-842	N	HRLY 35	23.90	25.96
			BIWEEKLY	1,912.00	2,076.80
ASSOCIATE CIVIL ENGINEER	17-837	Q	HRLY 35	30.60	33.66
			BIWEEKLY	2,448.00	2,692.80

CSEA BLUE COLLAR
January 1, 2013 through December 31, 2013
35 HOUR

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
SEASONAL WORKER	2-804	B	HRLY 35 BIWEEKLY	12.27 858.90	
CLEANER	4-801	D	HRLY 35 BIWEEKLY	14.03 982.10	15.24 1,066.80
		G	HRLY 35 BIWEEKLY	16.35 1,144.50	17.77 1,243.90
AIRPORT FIREFIGHTER/OP TECH TRAINEE	8-858	H	HRLY 35	17.21	18.70
FACILITES SHOPKEEPER	8-865		BIWEEKLY	1,204.70	1,309.00
ENGINEERING TECHNICIAN	8-835				
MAINTENANCE MECHANIC	8-863				
MOTOR EQUIPMENT OPERATOR	8-809				
SENIOR CLEANER	8-803				
EQUIPMENT SERVICE TECHNICIAN	9-856	I	HRLY 35	18.12	19.68
HEAVY EQUIPMENT OPERATOR	9-810		BIWEEKLY	1,268.40	1,377.60
SIGH MECHANIC	9-813				
AIRPORT FIREFIGHTER/OPERATIONS TECH	10-857	J	HRLY 35	19.06	20.72
ASSISSTANT RECYCLING SPECIALIST	10-867		BIWEEKLY	1,334.20	1,450.40

CSEA BLUE COLLAR
January 1, 2013 through December 31, 2013
35 HOUR

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
BRIDGE MECHANIC	11-840	K	HRLY 35	20.06	21.80
CARPENTER	11-864		BIWEEKLY	1,404.20	1,526.00
CLEANING SUPERVISOR	11-823				
HEAVY EQUIPMENT MECHANIC	11-849				
SENIOR SIGN MECHANIC	11-866				
WELDER	11-812				
AIRPORT MAINTENANCE SUPERVISOR	12-817	L	HRLY 35	21.11	22.94
AIRPORT TERMINAL SERVICES COORDINATOR	12-851		BIWEEKLY	1,477.70	1,605.80
GENERAL MAINTENANCE SUPERVISOR	12-861				
HIGHWAY CREW SUPERVISOR	12-841				
WASTE REDUCTION & RECYCLING SPECIALIST	12-868				
AIRPORT OPERATIONS SUPERVISOR/ARFF CHIEF	13-870	M	HRLY 35	22.23	24.14
ELECTRICIAN	13-822		BIWEEKLY	1,556.10	1,689.80
HIGHWAY TECHNICIAN	13-850				
HVAC SYSTEMS TECHICIAN	13-862				
SENIOR HIGHWAY CREW SUPERVISOR	13-825				
SOLID WASTE ENFORCEMENT OFFICER	13-854				
CIVIL ENGINEER	14-842	N	HRLY 35	23.90	25.96
			BIWEEKLY	1,673.00	1,817.20
ASSOCIATE CIVIL ENGINEER	17-837	Q	HRLY 35	30.60	33.66
			BIWEEKLY	2,142.00	2,356.20

CSEA BLUE COLLAR
January 1, 2014 through December 31, 2014
40 HOUR

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
SEASONAL WORKER	2-804	B	HRLY 40 BIWEEKLY	12.52 1,001.60	
CLEANER	4-801	D	HRLY 40 BIWEEKLY	14.31 1,144.80	15.54 1,243.20
		G	HRLY 40 BIWEEKLY	16.68 1,334.40	18.13 1,450.40
AIRPORT FIREFIGHTER/OP TECH TRAINEE	8-858	H	HRLY 40 BIWEEKLY	17.55 1,404.00	19.07 1,525.60
ENGINEERING TECHNICIAN	8-835				
FACILITES SHOPKEEPER	8-865				
MAINTENANCE MECHANIC	8-863				
MOTOR EQUIPMENT OPERATOR	8-809				
SENIOR CLEANER	8-803				
EQUIPMENT SERVICE TECHNICIAN	9-856	I	HRLY 40 BIWEEKLY	18.48 1,478.40	20.07 1,605.60
HEAVY EQUIPMENT OPERATOR	9-810				
SIGH MECHANIC	9-813				
AIRPORT FIREFIGHTER/OPERATIONS TECH	10-857	J	HRLY 40 BIWEEKLY	19.44 1,555.20	21.13 1,690.40
ASSISTANT RECYCLING SPECIALIST	10-867				

CSEA BLUE COLLAR
January 1, 2014 through December 31, 2014
40 HOUR

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
BRIDGE MECHANIC	11-840				
CARPENTER	11-864	K	HRLY 40	20.46	22.24
CLEANING SUPERVISOR	11-823		BIWEEKLY	1,636.80	1,779.20
HEAVY EQUIPMENT MECHANIC	11-849				
SENIOR SIGN MECHANIC	11-866				
WELDER	11-812				
AIRPORT MAINTENANCE SUPERVISOR	12-817				
AIRPORT TERMINAL SERVICES COORDINATOR	12-851	L	HRLY 40	21.53	23.40
GENERAL MAINTENANCE SUPERVISOR	12-861		BIWEEKLY	1,722.40	1,872.00
HIGHWAY CREW SUPERVISOR	12-841				
WASTE REDUCTION & RECYCLING SPECIALIST	12-868				
AIRPORT OPERATIONS SUPERVISOR/ARFF CHIEF	13-870	M	HRLY 40	22.67	24.62
ELECTRICIAN	13-822		BIWEEKLY	1,813.60	1,969.60
HIGHWAY TECHNICIAN	13-850				
HVAC SYSTEMS TECHICIAN	13-862				
SENIOR HIGHWAY CREW SUPERVISOR	13-825				
SOLID WASTE ENFORCEMENT OFFICER	13-854				
CIVIL ENGINEER	14-842	N	HRLY 40	24.38	26.48
			BIWEEKLY	1,950.40	2,118.40
ASSOCIATE CIVIL ENGINEER	17-837	Q	HRLY 40	31.21	34.33
			BIWEEKLY	2,496.80	2,746.40

CSEA BLUE COLLAR
January 1, 2014 through December 31, 2014
35 HOUR

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
SEASONAL WORKER	2-804	B	HRLY 35 BIWEEKLY	12.52 876.40	
CLEANER	4-801	D	HRLY 35 BIWEEKLY	14.31 1,001.70	15.54 1,087.80
WEIGH SCALE OPERATOR	7-726	G	HRLY 35 BIWEEKLY	16.68 1,167.60	18.13 1,269.10
AIRPORT FIREFIGHTER/OP TECH TRAINEE	8-858	H	HRLY 35	17.55	19.07
FACILITES SHOPKEEPER	8-865		BIWEEKLY	1,228.50	1,334.90
ENGINEERING TECHNICIAN	8-835				
MAINTENANCE MECHANIC	8-863				
MOTOR EQUIPMENT OPERATOR	8-809				
SENIOR CLEANER	8-803				
EQUIPMENT SERVICE TECHNICIAN	9-856	I	HRLY 35	18.48	20.07
HEAVY EQUIPMENT OPERATOR	9-810		BIWEEKLY	1,293.60	1,404.90
SENIOR WEIGH SCALE OPERATOR	9-089				
SIGH MECHANIC	9-813				
AIRPORT FIREFIGHTER/OPERATIONS TECH	10-857	J	HRLY 35	19.44	21.13
ASSISSTANT RECYCLING SPECIALIST	10-867		BIWEEKLY	1,360.80	1,479.10

CSEA BLUE COLLAR
January 1, 2014 through December 31, 2014
35 HOUR

GRADE AND CLASSIFICATION:	JOB GRADE	LABOR GRADE		HIRE RATE	WORK RATE
BRIDGE MECHANIC	11-840	K	HRLY 35	20.46	22.24
CARPENTER	11-864		BIWEEKLY	1,432.20	1,556.80
CLEANING SUPERVISOR	11-823				
HEAVY EQUIPMENT MECHANIC	11-849				
SENIOR SIGN MECHANIC	11-866				
WELDER	11-812				
AIRPORT MAINTENANCE SUPERVISOR	12-817	L	HRLY 35	21.53	23.40
AIRPORT TERMINAL SERVICES COORDINATOR	12-851		BIWEEKLY	1,507.10	1,638.00
GENERAL MAINTENANCE SUPERVISOR	12-861				
HIGHWAY CREW SUPERVISOR	12-841				
WASTE REDUCTION & RECYCLING SPECIALIST	12-868				
AIRPORT OPERATIONS SUPERVISOR/ARFF CHIEF	13-870	M	HRLY 35	22.67	24.62
ELECTRICIAN	13-822		BIWEEKLY	1,586.90	1,723.40
HIGHWAY TECHNICIAN	13-850				
HVAC SYSTEMS TECHICIAN	13-862				
SENIOR HIGHWAY CREW SUPERVISOR	13-825				
SOLID WASTE ENFORCEMENT OFFICER	13-854				
CIVIL ENGINEER	14-842	N	HRLY 35	24.38	26.48
			BIWEEKLY	1,706.60	1,853.60
ASSOCIATE CIVIL ENGINEER	17-837	Q	HRLY 35	31.21	34.33
			BIWEEKLY	2,184.70	2,403.10

EXHIBIT C

TOMPKINS COUNTY BLUE COLLAR UNIT TITLES AND LABOR GRADES

GRADE:

TITLE:

B - 2

SEASONAL WORKER

D - 4

CLEANER

E - 5

F - 6

G - 7

WEIGH SCALE OPERATOR

H - 8

AIRPORT FIREFIGHTER / OPERATIONS TECHNICIAN TRAINEE
FACILITIES SHOPKEEPER
ENGINEERING TECHNICIAN
MAINTENANCE MECHANIC
MOTOR EQUIPMENT OPERATOR
SENIOR CLEANER

I - 9

EQUIPMENT SERVICE TECHNICIAN
HEAVY EQUIPMENT OPERATOR
SENIOR WEIGH SCALE OPERATOR
SIGN MECHANIC

J - 10

AIRPORT FIRE FIGHTER / OPERATIONS TECHNICIAN
ASSISTANT RECYCLING SPECIALIST

K - 11

BRIDGE MECHANIC
CARPENTER
CLEANING SUPERVISOR
HEAVY EQUIPMENT MECHANIC
SENIOR SIGN MECHANIC
WELDER

CONTINUED ON THE NEXT PAGE

EXHIBIT C (CONTINUED)

TOMPKINS COUNTY BLUE COLLAR UNIT TITLES AND LABOR GRADES

GRADE:

TITLE:

L – 12

AIRPORT MAINTENANCE SUPERVISOR
AIRPORT TERMINAL SERVICES COORDINATOR
GENERAL MAINTENANCE SUPERVISOR
HIGHWAY CREW SUPERVISOR
WASTE REDUCTION AND RECYCLING SPECIALIST

M – 13

ELECTRICIAN
HIGHWAY TECHNICIAN
HVAC SYSTEMS TECHNICIAN
SENIOR HIGHWAY CREW SUPERVISOR
SOLID WASTE ENFORCEMENT OFFICER

N – 14

CIVIL ENGINEER

O – 15

P – 16

Q – 17

ASSOCIATE CIVIL ENGINEER

EXHIBIT D

TITLES THAT RECEIVE CLOTHING AND BOOT ALLOWANCE:

Individuals in the following job titles are to receive \$350 annually (\$100 for safety toed boots/shoes allowance, plus the cash equivalent of uniforms in the amount of \$225 and the equivalent of orange tee shirts for \$25):

SIGN MECHANIC
MOTOR EQUIPMENT OPERATOR
HEAVY EQUIPMENT OPERATOR
CIVIL ENGINEER
ASSOCIATE CIVIL ENGINEER
WELDER
HIGHWAY CREW SUPERVISOR
SENIOR HIGHWAY CREW SUPERVISOR
HIGHWAY TECHNICIAN
CLEANER
ENGINEERING TECHNICIAN
SENIOR CLEANER
CLEANING SUPERVISOR
CARPENTER
MAINTENANCE MECHANIC
HVAC SYSTEMS TECHNICIAN
ELECTRICIAN
SOLID WASTE ENFORCEMENT OFFICER
SOLID WASTE OPERATIONS SPECIALIST
SENIOR MAINTENANCE WORKER
FACILITIES SHOPKEEPER
BRIDGE MECHANIC
SENIOR SIGN MECHANIC
AIRPORT TERMINAL SERVICES COORDINATOR
GENERAL MAINTENANCE SUPERVISOR

Individuals in the following job titles are to receive \$125 annually (\$100 for safety toed boots/shoes and the \$25 equivalent of orange tee shirts; uniforms are also provided to these individuals). In addition, effective April 10, 2007, and every third year thereafter, individuals in these titles will receive an additional \$50.00 toward the purchase of a work jacket. Since the work jackets is not required by the employer, and anything purchased by the employee may be suitable for everyday wear, it is understood that this is a taxable benefit.

HEAVY EQUIPMENT MECHANIC
EQUIPMENT SERVICE TECHNICIAN

Individuals in the following job titles are to receive \$100 annually (uniforms provided by their division, orange tee shirts not applicable):

AIRPORT MAINTENANCE SUPERVISOR
AIRPORT FIRE FIGHTER/OPERATIONS TECHNICIAN
AIRPORT FIRE FIGHTER/OPERATIONS TECHNICIAN TRAINEE

EXHIBIT E

CONTRACT & CALL-IN TIME EXAMPLES

BEFORE SHIFT:

Punch in 3:00 a.m. to 7:00 a.m. = 4.0 hours + .5 hr. = **4.5 total hours.**
(Call-in time)

Punch in 2:55 a.m. to 7:00 a.m. = 4.1 hours + 0.5 hours = **4.6 total hours.**
(Call-in time)

AFTER SHIFT:

Punch in 4:00 p.m. to 7:00 p.m. = 3.0 hours + 1.0 hours + 0.5 hours = **4.5 total hours.**
(contract) (Call-in time)

WEEKEND:

Punch in 6:00 a.m. to 8:00 a.m. = 2.0 hours + 2.0 hours + 0.5 hours = **4.5 total hours.**
(contract) (Call-in time)